

1 1013. As a result of the breach of this duty by Mainland, Mr. Urquhart has sustained
2 damages in an amount in excess of \$75,000.00.

3 1014. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
4 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
5 attorney's fees and costs incurred in this matter.

6 **TWENTIETH CAUSE OF ACTION**
7 **(Tortious Breach of the Implied Covenant of Good**
8 **Faith and Fair Dealing against Morgan Creek)**

9 1015. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
10 contained in paragraphs 1-1014, inclusive.

11 1016. The stock transfer agreement between Mr. Urquhart and Morgan Creek was
12 characterized by a special element of reliance and a fiduciary duty, and Morgan Creek was in a
13 superior and entrusted position to Mr. Urquhart.

14 1017. Morgan Creek tortiously breached its duty of good faith and fair dealing by
15 engaging in misconduct as described in detail *supra*, at ¶¶ 589-851.

16 1018. As a result of the breach of this duty by Morgan Creek, Mr. Urquhart has
17 sustained damages in an amount in excess of \$75,000.00.

18 1019. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
19 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
20 attorney's fees and costs incurred in this matter.

21 **TWENTY-FIRST CAUSE OF ACTION**
22 **(Interference With Contract against Mainland, Mr. Pierce, Mr. Cicci**
23 **Mr. Barbon, and Empire)**

24 1020. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
25 contained in paragraphs 1-1019, inclusive.

1 1021. Mr. Urquhart is a party to the Abigail Agreement, the Fedun Agreement, the
2 King Horton Agreement, and the Newport Agreement between himself and Abigail, Mr. Fedun,
3 Ms. King Horton, and Mr. Newport, respectively.

4 1022. The existence of the Abigail Agreement, the Fedun Agreement, the King Horton
5 Agreement, and the Newport Agreement was known to Mainland, Mr. Pierce, Mr. Cicci, Mr.
6 Barbon, and/or Empire.

7 1023. Mr. Urquhart is a also party to oral agreements with Abigail, Mr. Fedun, Ms.
8 King Horton, and/or Mr. Newport regarding the fact that Mr. Urquhart was not required to pay
9 Abigail, Mr. Fedun, Ms. King Horton, or Mr. Newport the purchase prices for the stock Mr.
10 Urquhart received pursuant to the Abigail Agreement, the Fedun Agreement, the King Horton
11 Agreement, and the Newport Agreement.

12 1024. The existence of the oral agreements regarding the purchase price of the
13 Mainland stock was known to Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire.

14 1025. Mr. Urquhart is a party to an oral agreement with Morgan Creek regarding the
15 fact that Mr. Urquhart was not required to pay Morgan Creek the purchase price for the stock
16 Mr. Urquhart received pursuant to his stock transfer agreement with Morgan Creek.

17 1026. The existence of the oral agreement regarding the purchase price of the Morgan
18 Creek stock was known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

19 1027. Mr. Urquhart is a party to a written stock option agreement with Mainland.

20 1028. The existence of the stock option agreement with Mainland was known to Mr.
21 Pierce, Mr. Cicci, and/or Mr. Barbon.

22 1029. Mr. Urquhart and Westhampton are parties to an oral consulting agreement with
23 Mainland.

24 1030. The existence of the consulting agreement with Mainland was known to Mr.
25 Pierce, Mr. Cicci, and/or Mr. Barbon.

1 1031. Mr. Urquhart and Westhampton are parties to an oral consulting and/or
2 management agreement with Morgan Creek.

3 1032. The existence of the consulting and/or management agreement with Morgan
4 Creek was known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

5 1033. Mr. Urquhart and Westhampton are parties to an oral consulting and/or
6 management agreement with Pierco Petroleum and/or Pierco Energy.

7 1034. The existence of the consulting and/or management agreement with Pierco
8 Petroleum and/or Pierco Energy was known to Mr. Pierce, Mr. Cicci and/or Mr. Barbon.

9 1035. Mr. Urquhart and Westhampton are parties to an executive services agreement
10 with Morgan Creek.

11 1036. The existence of the executive services agreement with Morgan Creek was
12 known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

13 1037. Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire committed
14 intentional acts designed to disrupt and interfere with the contractual relationships between Mr.
15 Urquhart and/or Westhampton and Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport,
16 Mainland, Morgan Creek, Pierco Petroleum and/or Pierco Energy, respectively, as described
17 *supra*, at ¶¶ 589-851.

18 1038. As a direct and proximate result of the acts of Mainland, Mr. Pierce, Mr. Cicci,
19 Mr. Barbon, and/or Empire, the contractual relationships between Mr. Urquhart and/or
20 Westhampton, and Abigail, Mr. Fedun, Ms. King Horton Mr. Newport, Mainland, Morgan
21 Creek, Pierco Petroleum and/or Pierco Energy, respectively, as described above, were disrupted
22 and interfered with.

23 1039. As a direct and proximate result of said acts, Mr. Urquhart and Westhampton
24 were damaged in excess of \$75,000.00.

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1 1040. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
 2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
 3 to an award of reasonable attorney's fees and costs incurred in this matter.

4 **TWENTY-SECOND CAUSE OF ACTION**

5 **(Fraud against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport,**
 6 **Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, and Mr. Coulthard)**

7 1041. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
 8 contained in paragraphs 1-1040, inclusive.

9 1042. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
 10 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard directly, indirectly through agents and
 11 entities, and/or by the adoption and repetition of statements and representations made by others,
 12 made false representations to Mr. Urquhart and Westhampton, as detailed *supra*, at ¶¶ 589-851.

13 1043. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
 14 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard either: (a) had an insufficient basis
 15 upon which to make their representations; (b) knew or had reason to believe the representations
 16 were false when made; or (c) learned after the making of the representations that they were false,
 17 and failed to advise Mr. Urquhart and Westhampton of such falsity.

18 1044. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
 19 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard engaged in a fraudulent scheme
 20 designed to obtain consulting and/or management services from Mr. Urquhart and Westhampton
 21 without ever compensating Mr. Urquhart and Westhampton for their time, knowledge, and
 22 services, and Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
 23 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard advanced this scheme by: (a) entering
 24 into stock transfer agreements with Mr. Urquhart; (b) entering into a stock option agreement
 25 with Mr. Urquhart and having Mainland's Boards of Directors pass a resolution regarding this

1 stock option agreement; (c) entering into consulting and/or management agreements with Mr.
2 Urquhart and Westhampton; (d) representing to Mr. Urquhart that he need not pay for the stock
3 of Mainland and Morgan Creek that he received; (e) terminating Mr. Urquhart from his
4 management positions and terminating Mr. Urquhart's and Westhampton's consulting
5 agreements; (f) refusing to compensate Mr. Urquhart and Westhampton for their services
6 rendered by refusing to pay consulting and/or management fees, refusing to reimburse incurred
7 expenses, placing untimely restrictions on Mr. Urquhart's ability to sell or transfer his Mainland
8 and Morgan Creek stock; (g) abdicating the power of Mainland and Morgan Creek's officers and
9 Board of Directors to individuals like Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard
10 who could not readily be held accountable for their actions; and (h) implying, suggesting, and/or
11 stating that shares of stock would not issue to Mr. Urquhart if he chose to exercise his Mainland
12 stock options.

13 1045. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
14 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard intended to induce Mr. Urquhart and
15 Westhampton to rely and act upon such representations.

16 1046. Mr. Urquhart and Westhampton justifiably and reasonably relied upon the
17 representations of Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce,
18 Mr. Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard.

19 1047. Mr. Urquhart and Westhampton have sustained damages in excess of \$75,000.00
20 as the result of said conduct.

21 1048. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
22 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
23 to an award of reasonable attorney's fees and costs incurred in this matter.

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TWENTY-THIRD CAUSE OF ACTION

(Negligent Misrepresentation against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and Morgan Creek)

1049. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-1048, inclusive.

1050. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek, in the course of their business in relation to the transfer of shares of stock in Mainland and/or Morgan Creek and the transfer of Mainland stock options to Mr. Urquhart and/or in the course of their business relating to Mr. Urquhart's and Westhampton's consulting and/or management services, supplied Mr. Urquhart and Westhampton with information concerning the transfer of the stock and/or stock options and the compensation terms of the consulting and/or management agreements.

1051. The information supplied by Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek was false, as detailed *supra*, at ¶¶ 589-851.

1052. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek failed to exercise reasonable care or competence in obtaining the information and/or in communicating the information to Mr. Urquhart and Westhampton.

1053. Mr. Urquhart and Westhampton justifiably relied on the information supplied by Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek.

1054. As a result of Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek's false representations, Mr. Urquhart and Westhampton have been damaged in excess of \$75,000.00.

1 1055. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
3 to an award of reasonable attorney's fees and costs incurred in this matter.

4 **TWENTY-FOURTH CAUSE OF ACTION**
5 **(Conversion against Abigail, Mainland, Morgan Creek,**
6 **Mr. Fedun, Ms. King Horton, and Mr. Newport)**

7 1056. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
8 contained in paragraphs 1-1055, inclusive.

9 1057. Mr. Urquhart attempted to sell his 750,000 shares of common stock in Mainland,
10 but Mainland (post-May 2008 stock split), either of its own initiative and/or at the direction
11 and/or request of Abigail, Mr. Fedun, Ms. King Horton, and/or Mr. Newport, wrongfully placed
12 a legend on Mr. Urquhart's shares of stock preventing their transfer or sale.

13 1058. Mainland also wrongfully implied, suggested, and/or stated that its Board of
14 Directors would not allow shares of stock to issue if Mr. Urquhart chose to exercise his 900,000
15 options in Mainland stock (post-May 2008 stock split), thereby preventing Mr. Urquhart from
16 exercising his stock options.

17 1059. Morgan Creek wrongfully placed a legend on Mr. Urquhart's 521,111 shares of
18 stock in Morgan Creek (post-April 2008 stock split), thereby preventing their sale and/or
19 transfer.

20 1060. As a result of their wrongful conduct, Abigail, Mainland, Morgan Creek, Mr.
21 Fedun, Ms. King Horton, and/or Mr. Newport committed, and continue to commit, distinct and
22 multiple acts of dominion wrongfully over Mr. Urquhart's property.

23 1061. Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. King Horton, and/or Mr.
24 Newport's acts were in denial of and/or inconsistent with, Mr. Urquhart's title and rights therein.

25 1062. Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. King Horton, and Mr.
Newport's acts were in derogation, exclusion, or defiance of Mr. Urquhart's title or rights in his

1 shares of stock in Mainland and/or Morgan Creek and in his Mainland stock options as
2 described *supra*, at ¶¶589-851.

3 1063. As a result of Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. King Horton,
4 and/or Mr. Newport's conduct, Mr. Urquhart has suffered damages in excess of \$75,000.00

5 1064. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
6 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
7 attorney's fees and costs incurred in this matter.

8 **TWENTY-FIFTH CAUSE OF ACTION**

9 **(Intentional Interference with Prospective Economic Advantage**
10 **against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport,**
11 **Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, and Morgan Creek)**

12 1065. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
13 contained in paragraphs 1-1064, inclusive.

14 1066. During the relevant times of this dispute, Mr. Urquhart had a property interest in:
15 (a) 1,500,000 shares of Mainland stock (post-June 2009 stock split); (b) 1,800,000 options in
16 Mainland stock (post-June 2009 stock split); and (c) 521,111 shares of Morgan Creek stock
17 (post-April 2008 stock split), with the expectancy of a future economic benefit or advantage to
18 Mr. Urquhart by the sale of these securities in the open market.

19 1067. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
20 Cicci, Mr. Barbon, Empire and/or Morgan Creek knew that Mr. Urquhart intended to sell his
21 shares of Mainland and Morgan Creek stock in the open market and to exercise his shares of
22 Mainland stock options.

23 1068. By wrongfully placing the legends on Mr. Urquhart's shares of Mainland and
24 Morgan Creek stock, preventing him from selling his shares of stock in the open market, as well
25 as by wrongfully rescinding the Abigail Agreement, the Fedun Agreement, the King Horton
Agreement, and the Newport Agreement, and wrongfully threatening that Mainland's Board of

1 Directors would not allow shares of stock to issue if Mr. Urquhart chose to exercise his 900,000
 2 options in Mainland stock (post-May 2008 stock split), Abigail, Mainland, Mr. Fedun, Ms. King
 3 Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire and/or Morgan Creek
 4 intentionally interfered with Mr. Urquhart's economic expectancy and actually did interfere with
 5 that economic expectancy.

6 1069. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
 7 Cicci, Mr. Barbon, Empire and/or Morgan Creek's conduct was not excused by any privilege or
 8 justification.

9 1070. As a result of Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr.
 10 Pierce, Mr. Cicci, Mr. Barbon, Empire and/or Morgan Creek's conduct, Mr. Urquhart has
 11 suffered damages in excess of \$75,000.00.

12 1071. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
 13 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
 14 attorney's fees and costs incurred in this matter.

15 **TWENTY-SIXTH CAUSE OF ACTION**

16 **(Breach of Fiduciary Duty against Mainland and Morgan Creek)**

17 1072. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
 18 contained in paragraphs 1-1071, inclusive.

19 1073. Mr. Urquhart, as a shareholder of Mainland, was owed the highest duty of care
 20 and loyalty by Mainland.

21 1074. Mr. Urquhart, as a shareholder of Morgan Creek, was also owed the highest duty
 22 of care and loyalty by Morgan Creek.

23 1075. As a result of the acts complained of and detailed *supra*, at ¶¶ 589-851, Mainland
 24 and Morgan Creek breached its fiduciary duties to Mr. Urquhart.

1 1076. As a result of Mainland and Morgan Creek's breach of their fiduciary duties, Mr.
2 Urquhart has suffered damages in excess of \$75,000.00.

3 1077. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
4 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
5 attorney's fees and costs incurred in this matter.

6 **TWENTY-SEVENTH CAUSE OF ACTION**

7 **(Conspiracy against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport,**
8 **Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, and Mr. Coulthard,)**

9 1078. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
10 contained in paragraphs 1-1077, inclusive.

11 1079. Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr.
12 Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard, acting in concert, agreed and intended
13 to accomplish an unlawful and wrongful objective; to wit: (a) the interference with and
14 disruption of the Abigail Agreement, the Fedun Agreement, the King Horton Agreement, and
15 the Newport Agreement between Mr. Urquhart and Abigail, Mr. Fedun, Ms. Horton, and Mr.
16 Newport, respectively, or, in the alternative, between Mr. Urquhart and Mainland; (b) the
17 interference with and disruption of the stock option agreement between Mr. Urquhart and
18 Mainland; (c) the interference with and disruption of the oral agreements with Abigail, Mr.
19 Fedun, Ms. King Horton, and Mr. Newport, or, in the alternative, with Mainland, regarding the
20 fact that Mr. Urquhart did not have to pay the purchase price for the transfer of the Mainland
21 stock to him; (d) the interference with and disruption of the stock transfer agreement between
22 Mr. Urquhart and Morgan Creek; (e) the interference with and disruption of the executive
23 services agreement between Mr. Urquhart and Westhampton and Morgan Creek; (f) the
24 interference with and disruption of the oral agreement with Morgan Creek regarding the fact that
25 Mr. Urquhart did not have to pay the purchase price for the transfer of the Morgan Creek Stock
to him; (g) the interference with and disruption of the consulting and/or management agreements

1 between Mr. Urquhart and Westhampton and Mainland, Morgan Creek, and Pierco Petroleum
 2 and/or Pierco Energy, respectively; (h) the interference with Mr. Urquhart's exercise and
 3 attainment of a prospective economic advantage through the sale of the securities on the open
 4 market; and (j) the breach of Mainland's and Morgan Creek's fiduciary duties to Mr. Urquhart.

5 1080. In conducting the foregoing acts and in executing the object of the conspiracy,
 6 Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.
 7 Barbon, Morgan Creek, and/or Mr. Coulthard were acting for the purpose of harming Mr.
 8 Urquhart and Westhampton.

9 1081. As a result of Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr.
 10 Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard's conduct, Mr. Urquhart
 11 and Westhampton have suffered damages in excess of \$75,000.00.

12 1082. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
 13 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
 14 to an award of reasonable attorney's fees and costs incurred in this matter.

15 **TWENTY-EIGHTH CAUSE OF ACTION**

16 **(Aiding and Abetting against Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport,
 17 Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, and Mr. Coulthard)**

18 1083. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
 19 contained in paragraphs 1-1082, inclusive.

20 1084. Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.
 21 Barbon, Empire, and/or Mr. Coulthard knew or should have known of Mainland's and Morgan
 22 Creek's improper conduct in placing the legends on Mr. Urquhart's unrestricted shares of
 23 Mainland and Morgan Creek stock.

24 1085. Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.
 25 Barbon, Empire, and/or Mr. Coulthard knew or should have known of Mainland's improper
 conduct in implying, suggesting, and/or expressly threatening that its Board of Directors would

1 not allow shares of stock to issue if Mr. Urquhart chose to exercise his 900,000 options in
2 Mainland stock (post-May 2008 stock split).

3 1086. Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.
4 Barbon, Empire, and/or Mr. Coulthard substantially assisted Mainland and Morgan Creek's
5 breach of their fiduciary duties to Mr. Urquhart by instructing, requesting, and/or assisting
6 Mainland and Morgan Creek in placing legends on Mr. Urquhart's 750,000 shares of Mainland
7 stock (post-May 2008 stock split) and 521, 111 shares of Morgan Creek stock (post-April 2008
8 stock split).

9 1087. Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.
10 Barbon, Empire, and/or Mr. Coulthard substantially assisted Mainland's breach of its fiduciary
11 duties to Mr. Urquhart by instructing, requesting, and/or assisting Mainland in implying,
12 suggesting, and/or expressly threatening that its Board of Directors would not allow shares of
13 stock to issue if Mr. Urquhart chose to exercise his 900,000 options in Mainland stock (post-
14 May 2008 stock split).

15 1088. Abigail, Mr. Fedun, Ms. King Horton, and/or Mr. Newport also substantially
16 assisted Mainland by rescinding the Abigail Agreement, the Fedun Agreement, the King Horton
17 Agreement, and the Newport Agreement with Mr. Urquhart.

18 1089. Mr. Pierce, Mr. Cicci, and/or Mr. Barbon also substantially assisted Mainland
19 and Morgan Creek by falsely representing to Mr. Urquhart that no monies were due and owing
20 for the receipt of the 500,000 shares of Mainland stock (pre-May 2008 stock split) and the
21 1,563,333 shares of Morgan Creek stock (pre-April 2008 stock split).

22 1090. Empire also substantially assisted Mainland by placing the improper legend on
23 Mr. Urquhart's 750,000 shares of Mainland stock (post-May 2008 stock split) and preventing
24 him from selling the shares on the open market.

25

1 1091. As a result of Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce,
2 Mr. Cicci, Mr. Barbon, Empire, and/or Mr. Coulthard's conduct, Mr. Urquhart has suffered
3 damages in excess of \$75,000.00.

4 1092. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
5 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
6 attorney's fees and costs incurred in this matter.

7 **TWENTY-NINTH CAUSE OF ACTION**

8 **(Unjust Enrichment against Mainland and Morgan Creek)**

9 1093. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
10 contained in paragraphs 1-1092, inclusive.

11 1094. The efforts expended by Mr. Urquhart and Westhampton in performing
12 consulting and/or management services to Mainland and Morgan Creek provided a benefit to
13 Mainland and Morgan Creek, which benefit in equity and good conscience belongs to Mr.
14 Urquhart and Westhampton.

15 1095. The measure of this benefit is the reasonable value of Mr. Urquhart's and
16 Westhampton's consulting and managing services, which value will be proved at trial.

17 1096. As of today, 1,500,000 shares of Mainland stock (post-June 2009 stock split) and
18 521,111 shares of Morgan Creek stock (post-April 2008 stock split) owned by Mr. Urquhart
19 cannot be sold or transferred on the open market. This restriction has positively impacted
20 Mainland's and Morgan Creek's stock prices. Therefore, Mainland and Morgan Creek have
21 been provided a benefit, which in equity and good conscience belongs to Mr. Urquhart.

22 1097. The measure of this benefit is the difference between the current stock prices of
23 Mainland and Morgan Creek and the stock prices that reasonably could have occurred if Mr.
24 Urquhart had been permitted to sell and trade his shares of Mainland and Morgan Creek stock
25 on the open market, which value will be proved at trial.

1 1098. As of today, 1,800,000 options in Mainland stock (post-June 2009 stock split)
 2 cannot be exercised, and Mr. Urquhart has been prevented from selling and/or trading the
 3 subsequently-to-be-issued shares on the open market. This wrongful prevention of the
 4 exercising of Mr. Urquhart's stock options has positively impacted Mainland's stock prices.
 5 Therefore, Mainland has been provided a benefit, which in equity and good conscience belongs
 6 to Mr. Urquhart.

7 1099. The measure of this benefit is the difference between the current stock prices of
 8 Mainland and the stock prices that reasonably could have occurred if Mr. Urquhart had been
 9 permitted to exercise his stock options and sell and trade his shares of Mainland stock on the
 10 open market, which value will be proved at trial.

11 1100. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
 12 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
 13 to an award of reasonable attorney's fees and costs incurred in this matter.

14 **THIRTIETH CAUSE OF ACTION**

15 **(Specific Performance against Abigail, Mainland,**

16 **Mr. Fedun, Ms. King Horton, Mr. Newport, Empire and Morgan Creek)**

17 1101. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
 18 contained in paragraphs 1-1100, inclusive.

19 1102. The terms of the Abigail Agreement, the Fedun Agreement, the King Horton
 20 Agreement, and the Newport Agreement are definite and certain.

21 1103. The terms of the oral agreement between Mr. Urquhart and Mainland are definite
 22 and certain and unequivocally provide that Mr. Urquhart does not have to pay the purchase price
 23 for his receipt of the 500,000 shares of Mainland stock (pre-May 2008 stock split).

24 1104. The terms of the stock option agreement between Mr. Urquhart and Mainland are
 25 definite and certain.

1 1105. The terms of the stock transfer agreement between Mr. Urquhart and Morgan
2 Creek and definite and certain.

3 1106. The terms of the oral agreement between Mr. Urquhart and Morgan Creek are
4 definite and certain and unequivocally provide that Mr. Urquhart does not have to pay the
5 purchase price for his receipt of the 1,563,333 shares of Morgan Creek stock (pre-April 2008
6 stock split).

7 1107. Pursuant to NRS 104.8204 and Rule 144 of the Securities Act of 1933, Mr.
8 Urquhart has unrestricted ownership of: (a) 1,500,000 shares of Mainland stock (post-June 2009
9 stock split); (b) 521,111 shares of Morgan Creek stock (post-April 2008 stock split); and (c)
10 1,800,000 options in Mainland stock (post-June 2009 stock split).

11 1108. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm
12 suffered as a result of Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mainland, and/or
13 Empire's placement of an improper restriction on the sale or transfer of Mr. Urquhart's shares of
14 Mainland stock.

15 1109. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm
16 suffered as a result of Morgan Creek's placement of an improper restriction on the sale or
17 transfer of Mr. Urquhart's shares of Morgan Creek stock.

18 1110. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm
19 suffered as a result of Mainland's threats to refuse to issue stock if Mr. Urquhart exercises his
20 Mainland stock options.

21 1111. Mr. Urquhart has no adequate remedy at law, because he intended to maintain at
22 least a partial ownership interest in both Mainland and Morgan Creek, taking advantage of the
23 low purchase and strike prices for the Mainland and Morgan Creek stock and stock options
24 given to him.

25

1 1112. Mr. Urquhart is ready, willing, and able to tender performance and to pay
2 Abigail, Mr. Fedun, Ms. King Horton, and Mr. Newport for the 500,000 shares of Mainland
3 stock (pre-May 2008 stock split).

4 1113. Mr. Urquhart is ready, willing, and able to tender performance and to pay
5 Morgan Creek for the 1,563,333 shares of Morgan Creek stock (pre-April 2008 stock split).

6 1114. Mr. Urquhart is ready, willing, and able to tender performance and to pay
7 Mainland the stock exercise price for the 1,800,000 options in Mainland stock (post-June 2009
8 stock split).

9 1115. Mr. Urquhart is entitled to an Order compelling Abigail, Mainland, Mr. Fedun,
10 Ms. King Horton, Mr. Newport, and Empire to tender 1,500,000 un-legended, unrestricted
11 shares of Mainland stock (post-June 2009 stock split) to Mr. Urquhart.

12 1116. Mr. Urquhart is entitled to an Order compelling Mainland to tender 1,800,000 un-
13 legended, unrestricted options in Mainland stock (post-June 2009 stock split) to Mr. Urquhart
14 and allowing him to exercise these options in exchange for shares of Mainland stock.

15 1117. Mr. Urquhart is entitled to an Order compelling Morgan Creek to tender 521,111
16 un-legended, unrestricted shares of Morgan Creek stock (post-April 2008 stock split) to Mr.
17 Urquhart.

18 1118. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
19 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
20 attorney's fees and costs incurred in this matter.

21 **THIRTY-FIRST CAUSE OF ACTION**

22 **(Injunctive Relief against Abigail, Mainland, Mr. Fedun,**
23 **Ms. King Horton, Mr. Newport, Morgan Creek, and Empire)**

24 1119. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
25 contained in paragraphs 1-1118, inclusive.

1 1120. Abigail, Mr. Fedun, Ms. King Horton, and Mr. Newport have attempted to
2 rescind the Abigail Agreement, the Fedun Agreement, the King Horton Agreement, and the
3 Newport Agreement, and they directed, instructed, and/or requested that Mainland place a
4 legend on Mr. Urquhart's 1,500,000 shares of Mainland stock (post-June 2009 stock split),
5 thereby preventing him from selling and/or trading his shares of stock on the open market.

6 1121. Mainland continues to refuse to remove the improper legend from Mr. Urquhart's
7 1,500,000 shares of Mainland stock (post-June 2009 stock split), thereby preventing Mr.
8 Urquhart from selling and/or trading his shares on the open market.

9 1122. Empire continues to refuse to tender 1,500,000 shares of Mainland stock (post-
10 June 2009 stock split) to Mr. Urquhart, thereby preventing Mr. Urquhart from selling and/or
11 trading his shares on the open market.

12 1123. Morgan Creek continues to refuse to remove the improper legend form Mr.
13 Urquhart's 521,111 shares of Morgan Creek stock (post-April 2008 stock split), thereby
14 preventing Mr. Urquhart from selling and/or trading his shares on the open market.

15 1124. Mainland continues to imply, suggest, and/or expressly threaten that it will refuse
16 to issue stock if Mr. Urquhart exercises his 1,800,000 options in Mainland stock (post-June 2009
17 stock split), thereby preventing Mr. Urquhart from selling and/or trading some or all of these to-
18 be issued shares on the open market, and in fact cancelled Mr. Urquhart's options in February
19 2009.

20 1125. Pursuant to NRS 104.8204 and Rule 144 of the Securities Act of 1933, Mr.
21 Urquhart has unrestricted ownership of: (a) 1,500,000 shares of Mainland stock (post-June 2009
22 stock split); (b) 521,111 shares of Morgan Creek stock (post-April 2008 stock split); and (c)
23 1,800,000 options in Mainland stock (post-June 2009 stock split).

24 1126. The continuing existence of the legends on Mr. Urquhart's shares of Mainland
25 and Morgan Creek stock constitute a continuing and irreparable injury to Mr. Urquhart.

1 1127. The continuing threat to refuse to issue stock upon the exercise of Mr. Urquhart's
2 stock options also constitutes a continuing and irreparable injury to Mr. Urquhart.

3 1128. Mr. Urquhart has been irreparably injured because he intended to maintain at
4 least a partial ownership interest in both Mainland and Morgan Creek, taking advantage of the
5 low purchase and strike prices for the Mainland and Morgan Creek stock and stock options
6 given to him.

7 1129. Mr. Urquhart therefore seeks preliminary and permanent injunctive relief
8 compelling: (a) Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Empire, and
9 Morgan Creek to remove the legends and any other restrictions from Mr. Urquhart's shares of
10 Mainland and Morgan Creek stock; and (2) Mainland to issue stock to Mr. Urquhart pursuant to
11 the terms of the parties' stock option agreement, if and when Mr. Urquhart chooses to exercise
12 his Mainland stock options.

13 1130. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
14 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
15 attorney's fees and costs incurred in this matter.

16 **THIRTY-SECOND CAUSE OF ACTION**

17 **(Declaratory Judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.**
18 **Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, and Mr. Coulthard)**

19 1131. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
20 contained in paragraphs 1-1130, inclusive.

21 1132. A justiciable controversy exists between Mr. Urquhart and Westhampton and
22 Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr.
23 Cicci, Mr. Barbon, and/or Mr. Coulthard pursuant to the Uniform Declaratory Judgment Act,
24 NRS 30.010, *et seq.* Such a controversy exists where a claim of right is asserted against one
25 who has an interest in contesting the claim of right.

1 1133. Mr. Urquhart and Westhampton have a legally-protectable interest in prosecuting
2 this claim, and this interest is adverse to the interests of Abigail, Mainland, Mr. Fedun, Ms. King
3 Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard.

4 1134. The issues involved in this controversy are ripe for judicial determination.

5 1135. This Court has the power to declare the rights, status, and other legal
6 relationships between Mr. Urquhart, Westhampton, Abigail, Mainland, Mr. Fedun, Ms. King
7 Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard.

8 1136. Accordingly Mr. Urquhart and Westhampton seek a declaratory judgment
9 pursuant to NRS 30.010, *et seq.*, as follows:

10 A. That Mr. Urquhart is the owner of 1,500,000 un-legended, unrestricted
11 shares of common stock in Mainland (post-June 2009 stock split);

12 B. That Mr. Urquhart is the owner of 1,800,000 options in Mainland stock
13 (post-June 2009 stock split);

14 C. That Mr. Urquhart is the owner of 521,111 un-legended, unrestricted
15 shares of common stock in Morgan Creek (post-April 2008 stock split);

16 D. That Mr. Pierce, Mr. Cicci, and/or Mr. Barbon are the alter egos of
17 Morgan Creek;

18 E. That Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard,
19 collectively or individually, are the alter egos of Mainland;

20 F. That Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, collectively or
21 individually, are the actual, implied, and/or apparent agents of Abigail, Mainland, Morgan
22 Creek, Mr. Fedun, Ms. Horton, and/or Mr. Newport, for the purposes of the negotiation and
23 execution of: (a) the Abigail Agreement, the Fedun Agreement, the King Horton Agreement,
24 and the Newport Agreement; (b) the stock option agreement between Mainland and Mr.
25 Urquhart; (c) the oral purchase price agreements between Mr. Urquhart and Abigail, Mr. Fedun,

1 Ms. King Horton, and Mr. Newport; (d) the consulting agreement between Mainland and Mr.
 2 Urquhart and Westhampton; (e) the Morgan Creek executive services agreement; (f) the stock
 3 transfer agreement between Morgan Creek and Mr. Urquhart; (g) the oral purchase price
 4 agreement between Mr. Urquhart and Morgan Creek; (h) the consulting and/or management
 5 agreement between Morgan Creek and Mr. Urquhart and Westhampton; and (h) the general
 6 operation and administration of Mainland and Morgan Creek; and

7 G. That Abigail, Mr. Fedun, Mr. Newport, and/or Ms. King Horton,
 8 collectively and/or individually, are the actual, implied, and/or apparent agents of Mainland for
 9 the purposes of the negotiation and execution of: (a) the Abigail Agreement, the Fedun
 10 Agreement, the King Horton Agreement, and the Newport Agreement; and (b) the oral purchase
 11 price agreements between Mr. Urquhart and Abigail, Mr. Fedun, Ms. King Horton, and Mr.
 12 Newport.

13 1137. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of
 14 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled
 15 to an award of reasonable attorney's fees and costs incurred in this matter.

16 **THIRTY-THIRD CAUSE OF ACTION**

17 **(Violation of NRS 104.8401 against Mainland)**

18 1138. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
 19 contained in paragraphs 1-1137, inclusive.

20 1139. Mainland is the issuer of the 1,500,000 shares of stock (post-June 2009 stock
 21 split) to Mr. Urquhart.

22 1140. Mr. Urquhart requested that Mainland register the transfer of his securities so that
 23 he could sell a portion of his shares of Mainland stock on the open market.

24 1141. Mainland had a duty to register a transfer of the securities.
 25

1 1142. Mainland has unreasonably and without justification delayed and refused to
2 register the shares of Mainland stock for transfer.

3 1143. Mainland's conduct is a violation of NRS 104.8401.

4 1144. As a direct and proximate result of Mainland's violation of NRS 104.8401, Mr.
5 Urquhart has incurred damages in an amount to be proven at trial.

6 1145. It has been necessary for Mr. Urquhart to obtain the services of an attorney in
7 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable
8 attorney's fees and costs incurred in this matter.

9 **THIRTY-FOURTH CAUSE OF ACTION**

10 **(Corporate Veil against Mr. Coulthard, Mr. Pierce, Mr. Cicci, and Mr. Barbon)**

11 1146. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
12 contained in paragraphs 1-1145, inclusive.

13 1147. In engaging in the acts described above, Mr. Pierce, Mr. Cicci, Mr. Barbon,
14 and/or Mr. Coulthard acted as the alter egos of Mainland and Morgan Creek. Specifically:

15 A. Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, collectively or individually,
16 influenced and governed Morgan Creek;

17 B. Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard, collectively or
18 individually, influenced and governed Mainland;

19 C. There was such an unity of interest and ownership that Mr. Pierce, Mr.
20 Cicci, Mr. Barbon, and Morgan Creek were inseparable from one another;

21 D. There was such an unity of interest and ownership that Mr. Pierce, Mr.
22 Cicci, Mr. Barbon, Mr. Coulthard, and Mainland were inseparable from one another;

23 E. Adherence to the fiction of a separate entity would sanction fraud or
24 promote a manifest injustice, as set out in detail *supra*.

25 1148. Mr. Pierce, Mr. Cicci, and/or Mr. Barbon are liable for the acts of Morgan Creek,
as described *supra*, at ¶¶ 589-851.

1 1149. Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard are liable for the acts of
2 Mainland, as described *supra*, at ¶¶589-851.

3 **THIRTY-FIFTH CAUSE OF ACTION**

4 **(Punitive Damages against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport,**
5 **Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, and Mr. Coulthard)**

6 1150. Mr. Urquhart and Westhampton reallege and reincorporate the allegations
7 contained in paragraphs 1-1149, inclusive.

8 1151. As to the acts and allegations regarding the wrongful acts and breach of
9 obligations not arising from contract, Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
10 Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, and/or Mr. Coulthard have
11 been guilty of oppression, fraud, or malice, express or implied, thereby entitled Mr. Urquhart
12 and Westhampton to an award of punitive damages, in an amount to be proved at trial.

13 WHEREFORE Mr. Urquhart and Westhampton prays for judgment against Abigail,
14 Mainland, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon,
15 Morgan Creek, Empire, and/or Mr. Coulthard as follows:

16 1. For judgment against Abigail for breach of contract in an amount to be proven at
17 trial;

18 2. For judgment against Mr. Fedun for breach of contract in an amount to be proven
19 at trial;

20 3. For judgment against Ms. King Horton for breach of contract in an amount to be
21 proven at trial;

22 4. For judgment against Mr. Newport for breach of contract in an amount to be
23 proven at trial;

24 5. For judgment against Mainland for breach of contract in an amount to be proven
25 at trial;

1 6. For judgment against Morgan Creek for breach of contract in an amount to be
2 proven at trial;

3 7. For judgment against Abigail for contractual breach of the implied covenant of
4 good faith and fair dealing in an amount to be proven at trial;

5 8. For judgment against Mr. Fedun for contractual breach of the implied covenant of
6 good faith and fair dealing in an amount to be proven at trial;

7 9. For judgment against Ms. King Horton for contractual breach of the implied
8 covenant of good faith and fair dealing in an amount to be proven at trial;

9 10. For judgment against Mr. Newport for contractual breach of the implied covenant
10 of good faith and fair dealing in an amount to be proven at trial;

11 11. For judgment against Mainland for contractual breach of the implied covenant of
12 good faith and fair dealing in an amount to be proven at trial;

13 12. For judgment against Morgan Creek for contractual breach of the implied
14 covenant of good faith and fair dealing in an amount to be proven at trial;

15 13. For a judgment against Abigail for promissory estoppel in an amount to be
16 proven at trial;

17 14. For a judgment against Mr. Fedun for promissory estoppel in an amount to be
18 proven at trial;

19 15. For a judgment against Ms. King Horton for promissory estoppel in an amount to
20 be proven at trial;

21 16. For a judgment against Mr. Newport for promissory estoppel in an amount to be
22 proven at trial;

23 17. For a judgment against Mainland for promissory estoppel in an amount to be
24 proven at trial;

25

1 18. For a judgment against Morgan Creek for promissory estoppel in an amount to be
2 proven at trial;

3 19. For a judgment against Mainland for tortious breach of the implied covenant of
4 good faith and fair dealing in an amount to be proven at trial;

5 20. For a judgment against Morgan Creek for tortious breach of the implied covenant
6 of good faith and fair dealing in an amount to be proven at trial;

7 21. For a judgment against Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or
8 Empire, jointly and severally, for interference with contract in an amount to be proven at trial;

9 22. For a judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
10 Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard, jointly and
11 severally, for fraud in an amount to be proven at trial;

12 23. For a judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
13 Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Morgan Creek, jointly and severally, for
14 negligent misrepresentation in an amount to be proven at trial;

15 24. For a judgment against Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. King
16 Horton, and/or Mr. Newport, jointly and severally, for conversion in an amount to be proven at
17 trial;

18 25. For a judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
19 Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, and/or Morgan Creek, jointly and
20 severally, for intentional interference with prospective economic advantage in an amount to be
21 proven at trial;

22 26. For a judgment against Mainland and/or Morgan Creek, jointly and severally, for
23 breach of fiduciary duty in an amount to be proven at trial;

1 27. For a judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
2 Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, and/or Mr. Coulthard, jointly and
3 severally, for conspiracy in an amount to be proven at trial;

4 28. For judgment against Abigail, Mr. Fedun, Ms. King Horton, Mr. Newport, Mr.
5 Pierce, Mr. Cicci, Mr. Barbon, Empire, and/or Mr. Coulthard, jointly and severally, for aiding
6 and abetting in an amount to be proven at trial;

7 29. For judgment against Mainland and/or Morgan Creek, jointly and severally, for
8 unjust enrichment in an amount to be proven at trial;

9 30. For judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
10 Newport, Empire and/or Morgan Creek, jointly and severally, for specific performance;

11 31. For judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
12 Newport, Morgan Creek, and/or Empire, jointly and severally, for injunctive relief;

13 32. For judgment against Abigail, Mainland, Mr. Fedun, Ms. King Horton, Mr.
14 Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Mr. Coulthard, jointly and
15 severally, for declaratory judgment;

16 33. For judgment against Mainland for violation of NRS 104.8401 in an amount to be
17 proven at trial;

18 34. For judgment against Mr. Pierce, Mr. Coulthard, Mr. Cicci, and/or Mr. Barbon,
19 jointly and severally, as the alter ego of Mainland and/or Morgan Creek;

20 35. For an award of punitive damages against Abigail, Mainland, Mr. Fedun, Ms.
21 King Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, and/or
22 Mr. Coulthard, jointly and severally, in an amount to be proven at trial;

23 36. For an award of attorney's fees as permitted by law;

24 37. For an award of the costs incurred in bringing and maintaining this litigation as
25 permitted by law;

1 38. For such other and further relief as the court deems proper.

2 **JURY DEMAND**

3 Pursuant to Federal Rule of Civil Procedure 38(b), Mr. Urquhart and Westhampton
4 demand a jury trial of all issues so triable.

5 DATED this 23rd day of June, 2010.

6 BAILEY ♦ KENNEDY

7 By: 

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CERTIFICATE OF SERVICE

In accordance with Fed. R. Civ. P. 5, I certify that I am an employee of Bailey❖Kennedy and that on the 23rd day of June, 2010, a copy of the foregoing Defendant David Urquhart's Answer to Plaintiff's Complaint and Jury Demand and Counter-Claimants David Urquhart and Westhampton, Ltd.'s Amended Counter-Complaint and Jury Demand was served on the parties by filing and serving the same using the ECF system or by United States mail postage prepaid as follows:

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